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ABSTRACT

This contract between Curry College and the Curry College chapter of the American Association of University Professors (AAUP) covering the period 1987-1990, consists of the following articles: recognition of agent; definitions; academic freedom; no discrimination; exchange of information; agent's rights; agency shop; payroll deduction; health and safety; fringe benefits; hours and workload; salaries; governance; appointment, evaluation, retention, promotion and rolling contract; grievances; arbitration; management rights; retrenchment; no strike--no lockout; anti-nepotism; effect of agreement; severability; and duration and renewal. (KM)

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ARTICLE I

RECOGNITION OF AGENT

The College recognizes the Curry AAUP as the exclusive agent for the purpose of representing the Faculty employed at the College for all matters pertaining to wages, hours, standards of productivity and performance, and other terms of conditions of employment.

ARTICLE II

DEFINITIONS

As used in this agreement:

A. "Faculty" means all full-time faculty (including the Director of Academic Advising, Director of Athletics, Division Chairs and Coordinators, Director of the Library and all full-time professional librarians, Director of Physical Education and Intramurals, Director of Media Services, Director of Field Experience Education, Director of Essential Skills Center, Director of Radio, Director of Academic Computing, Director of PAL and all full-time PAL instructors), and all part-time faculty who have taught at least one (1) division or CLL course for which credit is given in any three (3) of the last four (4) semesters or one (1) course for which credit is given per academic year for at least three consecutive years and all part-time professional librarians who have been employed by the College for three (3) of the last four (4) semesters, but excluding all other employees (President of the College, Dean of the College, Assistant Dean, Director of Registrarial Services, Director of the Center for Lifelong Learning, Director of Student Life, professional counselors, house directors, Controller, Director of Purchasing, Director of Admissions, Director of Financial Aid, Director of Development, Director of Public Relations, administrative assistants, office employees, maintenance employees, security guards and supervisors).

B. "Academic Year" means the period of time beginning with the first faculty meeting in the Fall semester (usually the day before registration) and, excluding legal holidays and College vacations, concluding one week after Commencement.

C. "AAUP" means the Curry College Chapter of the American Association of University Professors.

D. "College" means Curry College.

E. "Dean" means the usual representative of the College in discussions with the AAUP.

F. "AFEC" means All Faculty Evaluation Committee

G. "DEC" means Division Evaluation Committee

H. "FWC" means Faculty Welfare Committee

I. "Full-time unit member" means a faculty member for whom the College is the principal place of employment and who teaches twelve (12) contact hours a semester, unless otherwise stipulated in this contract.

J. "CLL" means the Center for Lifelong Learning

K. "PAL means Program for the Advancement of Learning

L. "Associate Lecturers" are part-time members of the faculty who have not yet met the requirements for membership in the unit.

M. A standard "contact hour" is a period of fifty minutes spent by a member of the faculty with students in an instructional setting.

For science laboratories and for fine arts ensembles, a contact hour shall be equivalent to each hour spent by the faculty member in the laboratory or teaching the ensemble.

N. "Visiting Faculty" are persons who have made distinguished contributions in any field of endeavor and are appointed by the Dean to professorial rank for a period of less than one semester.

O. A "Curry Fellow" will be a faculty member who may be selected annually by a method to be mutually agreed upon between the Dean and the AAUP who shall be eligible for a 3/4 reduction in teaching load for one academic year. Such faculty member will deliver one public lecture each semester and be regularly available as a resource to students.

P. A "Distinguished Professor" may be any faculty member whose service to the institution is recognized as having been exemplary for a long period of time and who would no longer be covered by the terms of the contract. Such faculty shall hold this title as long as s/he serves at the institution and desires to maintain such title and, furthermore such faculty member shall suffer no loss in job security, pay, or benefits as a consequence of having been designated a distinguished Professor.

ARTICLE III

ACADEMIC FREEDOM

The College and the AAUP endorse the section of Academic Freedom from the 1940 Statement of Principles on Academic Freedom and Tenure (as developed by the American Association of University Professors and the Association of American Colleges) which is quoted below:

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties: but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

(Both the AAUP and the College stipulate that "he" means "he" or "she".)

ARTICLE IV

NO DISCRIMINATION

There shall be no discrimination against any faculty member or against any applicant for a faculty position, in conformance with state and/or federal law, on the grounds of race, color, sex, marital status, religion, national origin, physical handicap, age, sexual preference, political belief or political affiliation.

ARTICLE V

EXCHANGE OF INFORMATION

A. The College and the AAUP agree to consider and to acknowledge all requests for information properly submitted by one to the other.

B. All written communications from the College to the AAUP shall be sent by the Dean to the President of the AAUP. All written communications from the AAUP to the College shall be sent by the President of the AAUP to the Dean.

C. A copy of all letters of appointment issued by the College to members of the unit shall be sent to the President of the AAUP by October 15 and February 25 of each year.

D. The Dean or the Dean's designee will meet monthly with the President of the AAUP for the purpose of discussing matters of concern to either party.

ARTICLE VI

AGENT'S RIGHTS

A. The AAUP may, with due notice, conduct official business at the College, provided that this business does not interfere with normal College operations.

B. The AAUP may, with due notice, use College buildings for meetings provided it complies with such reasonable rules and regulations relating to the use of such buildings as are applicable to all members of the College community.

C. The AAUP may use campus mail, audiovisual equipment, duplication and telephone services for communication to members of the Faculty and for other business. These services will be provided to the AAUP at cost, provided such use does not conflict with the normal requirements of the College.

D. The AAUP may post notices of its activities and matters of AAUP concern on bulletin boards at the following locations agreed upon between the AAUP and the College: Faculty Building, Faculty Lounge, Science Building, Library, Learning Center, Kennedy Building.

E. The AAUP may at regular Faculty meetings publicize chapter business and make announcements pertaining to AAUP activities.

F. The AAUP will, upon reasonable notice, be provided information and data by the College concerning the wages, hours, fringe

benefits, and terms and conditions of employment of members of the unit. Such information will be provided on or about October 15, based on the September payroll, and/or at other reasonable times.

G. The AAUP will be allowed reasonable time to process grievances during normal working hours, provided normal College operations are not interrupted.

H. Within 30 days of the ratification and signing of this agreement 150 copies of this agreement will be reproduced by the College and given to the AAUP. The cost of such reproduction shall be borne equally by the College and the AAUP.

I. The AAUP will be provided with a detailed copy of each approved annual College budget and a copy of each annual Audit Report, as soon as such information is available.

J. The AAUP will be provided with a full copy of the report the College submits to the accreditors and with a full copy of each re-accreditation report on the College by evaluators such as the New England Association.

K. Since the AAUP has historically been a professional organization, participation in AAUP professional activities shall be credited as College service in the same manner that other professional service is credited. AAUP professional activities shall include: protection of principles of academic freedom and tenure, establishing standards for academic due process, representing faculty interests in institutional forums and legislative agencies, promotion of collective bargaining, and gathering and distributing data on the economic status of the profession and encouraging faculty participation in College and University governance.

ARTICLE VII

AGENCY SHOP

A. The College and the AAUP hereby agree that all employees covered by the contract shall pay to the AAUP a bargaining assessment fee or its equivalent whether or not they are members of the AAUP.

B. Unit members who choose not to become members of the AAUP or to pay the bargaining fee because of conscientious objections will pay an amount equal to the bargaining fee to a campus student scholarship fund, with awards from the fund made in accordance with standard student financial aid guidelines.

ARTICLE VIII

PAYROLL DEDUCTION

A. The College agrees to deduct the AAUP dues, or the agency fee or the contribution in lieu thereof from the salary paid to each faculty member who so authorizes, according to the form reproduced below in B.

B. Sample form:

Authorization for Payroll Deduction

AAUP Dues

(Date)_____

By_____
(Name of Employee)

To Curry College:
Payroll Department

Effective (date)_____, I hereby request and authorize you to deduct from my earnings each month an amount equal to 1/12 of the annual National AAUP dues.

_____
(Employee's Initials)

and in addition, an amount equal to 1/12 of the annual amount of the Curry College Chapter of the AAUP dues, agency fee, or scholarship contribution in lieu thereof as provided in the College-AAUP Agreement. (Please circle the option you have chosen, and enter the appropriate amount).

1. AAUP dues ($)
2. Agency fees ($)
3. Scholarship contribution in lieu thereof ($)

_____
Employee's Initials

All deductions shall be paid to the Treasurer of the Curry College Chapter of the AAUP, except for contributions to the scholarship fund, which shall be retained by the College. These deductions may be terminated by my giving a 60 day written notice in advance or upon termination of my employment at the College

_____
(Signature Required)

C. A unit member may consent in writing to the authorization of the deduction of the dues or agency fee or contribution in lieu thereof from his/her wages and to the designation of the AAUP as the recipient thereof. A unit member may withdraw his/her authorization by giving at least 60 days notice in writing to the Controller. The AAUP will notify the College from time to time of the appropriate amount or rate of dues, agency fee or contribution in lieu thereof.

D. Dues or agency fee or the contribution in lieu thereof shall be deducted in 12 equal monthly installments commencing in the first payroll period immediately following the ratification of this agreement or whenever a unit member shall so request.

E. The College shall furnish to the Treasurer of the AAUP, no later than the Fifteenth day of each month, a statement of all AAUP dues and fees and all contributions in lieu thereof which have been deducted for the previous month from the salaries paid to faculty members who have authorized these deductions. A check for the dues and fees deducted, payable to the AAUP, shall accompany this statement.

F. The AAUP will indemnify and hold the College harmless for any action the College takes pursuant to this article.

ARTICLE IX

HEALTH AND SAFETY

The College agrees to provide working conditions that meet health and safety standards provided for in applicable state and federal statutes. When a condition is found not to meet such standards, the College agrees to take reasonable steps to remedy such conditions. No faculty member shall be compelled to work under unreasonable safety or health conditions.

ARTICLE X

FRINGE BENEFITS

A. Campus Health Clinic

Unit members who become ill during working hours may consult at no cost the College physician or other health care provider then on duty. Unit members may consult the nurse whenever the health clinic is open. Unit members who require further care will obtain it from their own health care provider.

B. Cafeteria

For the duration of this Agreement, unit members will pay $2.00 for each meal eaten in the cafeteria.

C. Educational Benefits

1. Full-time faculty and senior lecturers, their spouses, and dependent children may enroll in all undergraduate College courses on a tuition-free, space-available basis. There shall be no limit placed on the number of undergraduate courses such persons may take at the College

   (a) Lecturers who are unit members, their spouses and dependent children may enroll in undergraduate courses on a tuition-free space-available basis up to the number of courses taught by the lecturer in any academic year.

   (b) Lecturers whose loads and salaries are not determined on a per course basis (e.g., nursing clinical faculty, part-time professional librarians, etc.), their spouses, and dependent children are eligible for educational benefits outlined in Article X in the proportion that their load is closest to one of the following fractions (1/4, 1/2, 3/4) of a load of a full-time member performing the same function.

2. Full-time faculty and senior lecturers who have retired after at least seven years of service to the College, their spouses and dependent children, and the spouses and dependent children of full-time faculty and senior lecturers who die while employed at the College and who have served the College for at least three years prior to their death, are entitled to the same benefits outlined in Article X.

3. The College will maintain affiliation with the Tuition Exchange Program to ensure that the benefits of the Program are made available to eligible unit members and their families.

D. Professional Advancement Fund

1. The College agrees to establish a professional advancement fund of not less than $10,000 per academic year for use by unit members to attend scholarly and professional meetings, to pay fees for library use at other institutions, and so forth.

   a. $7,000 of this amount shall be designated for the use of full-time unit members.

b. $3,000 of this amount shall be designated for the use of part-time members.

c. Should awards to part-time unit members not exhaust the $3,000, the remainder will revert to the Fund for awards to full-time members.

d. For the 1989/90 academic year, this fund shall be increased as follows:

$9,000 for full-time;
$3,000 for part-time

e. Disbursement from this Fund shall be governed solely by the Faculty Welfare Committee. The fund shall not be subject to budget freeze and shall exist in addition to travel allocations in division budgets.

2. Dean's Fund for Professional Advancement:

The College also agrees to establish a fund of not less than $5,500 per year to be known as the Dean's Fund for Professional Advancement which will be used to support unit members who wish to undertake special projects which will directly benefit both the unit member(s) and the academic programs of the College. Disbursement from this fund shall be at the discretion of the Dean in consultation with the Division Chairs.

E. Dependent and Child Care

1. The College will provide the personnel and facilities necessary to maintain a licensed day care facility on campus in accordance with the licensing procedures of the Commonwealth.

2. Admission Policy:

a. Admission to the day care center shall be guaranteed to all pre-school children of unit members, provided that such unit members apply for enrollment, provide the requisite deposit, and comply with any other admission policies by the deadlines established by the Center.

b. Pre-school children of non-unit members shall be admitted to the Center after children of unit members have been accommodated.

c Admissions and other policies will be established by a Day Care Committee composed of two parents, two representatives of the College, and the Director of the

Center.

3. Pre-school children of all unit members attending the center shall be at a cost to the unit members of $1.50 per hour for infants under 15 months of age, and $1.25 per hour for those 15 months of age and older. The College agrees to pay the remainder of the cost.

4. Beginning in September, 1988, the College agrees to establish a Dependent Care Assistance Plan under which a unit member may elect to exclude dependent care expenses from earned income, provided that such a plan is legal under Internal Revenue regulations then in force.

F. Insurance Plans Eligibility:

1. All unit members who were employed by the College prior to September 1, 1986, and who are at least 3/4 time or derive their primary income from the College, are eligible for participation in: health insurance, dental insurance, long-term disability, life insurance, and TIAA. Such participation shall be voluntary.

2. Unless otherwise provided for in X.F.1., effective September 1, 1986, only full-time unit members and senior lecturers shall be eligible for participation in the College's Group Benefits Plan at no cost to the individual unit member.

3. Lecturer unit members may elect to participate as individuals in the College's Group Benefits Plan and shall pay the group rate for any or all of the following: health insurance, dental insurance, long term disability and life insurance.

G. Retirement

1. The College will contribute $1.00 for every $1.00 contributed by an eligible unit member with the College's contribution not to exceed 6% of the unit member's regular annual salary. A unit member may make contributions exceeding 6% of his or her regular salary, but only the first 6% thereof shall be matched by the College in the manner described above.

2. The percentage of the unit member's salary to be contributed to TIAA or the alternative retirement plan will be the personal decision of each unit member.

3. Any increase in the salary of a unit member will automatically result in increased contributions by both the

unit member and the College to that unit member's TIAA retirement contract.

4. The College will deduct from the payroll check of each unit member who so authorizes a percent of his or her annual salary, will add its contribution, consistent with Article X.G. and will forward the total amount to TIAA as premiums on the retirement annuity contracts.

5. The College will provide an alternative to TIAA/CREF for funding retirement. Unit members may choose to have the College contribution invested in TIAA/CREF or in the alternative plan. There shall be no splitting of the contribution among plans.

6. The AAUP and the College agree to maintain a joint committee which will research, propose, and evaluate an alternative to TIAA/CREF.

7. Faculty members who plan to retire should so inform the Division Chair ninety (90) days in advance. Faculty members shall be eligible to retire after twenty (20) years of service at the College.

8. Retired unit members are entitled to enroll in courses free of charge, receive College publications, have limited borrowing privileges at the Library, continue to receive a free parking sticker, maintain a campus mailbox, and in general take part in the social, academic, and ceremonial functions of the College.

H. Credit Union and Banking Privileges

1. The College agrees to maintain a payroll deduction program with a licensed credit union, such credit union to be approved annually by the AAUP and to be available to all unit members.

2. The College agrees to make available direct deposit of payroll checks for all unit members who request such deposits, provided their banks are affiliated with the N.E.C.

I. Parking and Travel Costs

1. The College agrees to continue providing at no charge automobile parking stickers which enable all unit members to park cars in any of the designated College parking lots.

2. The College agrees to pay parking fees for members of the unit who incur such costs while teaching or supervising

students in off-campus programs.

3. The College agrees to reimburse unit members for mileage at the rate of $0.20 per mile for travel between temporary work sites and campus, or home (whichever is less).

4. Approved expense sheets signed by the Division Chair must be submitted to the Controller's Office.

J. Health Insurance

1. The College will affiliate with and provide a minimum of two group health plans for all eligible unit members. These programs will include:

   a. at least one traditional health insurance plan, and

   b. at least one health maintenance organization plan (HMO).

2. Each eligible unit member (X.F.1) may select the traditional health insurance or the HMO and may select individual or family coverage.

3. The College will pay, for eligible unit members, the total cost of individual health insurance under the traditional insurance plan.

4. The deductible paid by a unit member on the traditional health insurance program shall not exceed $100.00 per individual or family during a calendar year.

5. Payment for psychiatric or psychological counseling services shall be at a rate up to $50.00 per session, with maximum payment per year not to exceed $500 to any insured individual.

6. The AAUP and the College agree to maintain a joint committee which will research, propose, and evaluate health insurance and HMO plans for the unit.

7. Changes in any health insurance plan or HMO plan adopted at the College will not result in a reduction in insurance benefits from the presently existing plan.

K. Dental Insurance

1. The College shall pay the cost in full of dental insurance coverage for eligible members of the unit. Unit members selecting family dental insurance coverage shall pay the difference between the cost of family coverage and the

College's contribution to such coverage for each unit member.

2. If the College changes dental insurance plans, the new plan will maintain comparable benefits, as determined by the College and the AAUP Health Insurance Committee.

L. Long-Term Disability

The College agrees to pay the full cost for each unit member of long-term disability insurance which will pay 70% of the unit member's monthly salary to a maximum of $2,500 per month following the expiration of sick leave benefits and to provide for the entire duration of the member's long-term disability: life insurance, individual and/or family health insurance, and TIAA contributions consistent with the other provisions of this Article.

M. Life Insurance

The College will provide and pay in full for each eligible unit member a $30,000 life insurance policy.

N. Leaves of Absence

1. Personal Leave

a. Regular

(1) Unit members who are full-time faculty members or senior lecturers are eligible to take a regular personal leave of absence of one semester or one academic year after every six years of service to the College.

(2) Eligible unit members begin accumulating years credit toward personal leave from the date of their initial appointment.

(3) Notice of intent to take a regular personal leave of absence shall be submitted six months in advance of such leave.

(4) A regular personal leave is a leave of absence without pay but with all individual fringe benefits granted, consistent with the provisions of this article.

(5) Courses normally taught by a faculty member on personal leave will be taught subject to the availability of funds in the unit member's division.

b. Part-time

(1) A full-time unit member may elect to become part-time for a period not to exceed one year.

(2) Such changes in status shall be entirely voluntary and in no way jeopardize the full-time appointment of a unit member.

(3) Requests for such changes in status shall follow the guidelines set forth in X.U.

(4) During the time period that a full-time unit member becomes part-time, the following conditions will apply:

(a) The College will pay all individual fringe benefits for the unit member, consistent with the provisions of this article.

(b) The salary of the unit member will be reduced by the amount required to pay the wages of his/her replacement(s), but with total salary not less than 1/4 of the unit member's total annual salary.

(5) Unit members who are taking a personal part-time leave shall normally continue to perform other duties associated with full-time service to the College, such as advising.

(6) A unit member on part-time personal leave is not eligible to carry overload or to hold positions of Division Chair or Subject Area Coordinator.

2. Uncompensated leave of absence may be granted to any unit member on the written recommendation of the Division Chair and with the approval of the Dean. Unit members on uncompensated leave do not accrue seniority toward promotion, rolling contracts or sabbaticals unless the leave is taken for professional purposes.

3. Sick Leave

The College will pay the regular monthly salary and provide all fringe benefits to which a unit member is entitled for a period up to 90 days after the onset of an illness or injury.

a. Unit members who are unable to teach a class because of illness shall notify the Dean's Office.

b. A certificate from a licensed health care practitioner may be required for any illness which may be reasonably expected to last more than 90 days.

c. Unit members whose illness or injury has lasted more than 30 days or which can reasonably be expected to last more than 90 days shall file a claim for long-term disability benefits under the policy provided in Article X.L.

4. Emergency Leave

Emergency leave with full pay and benefits may be granted to any unit member for reasons such as (though not limited to) family illness, death, or other personal or family emergency.

a. Requests for such leave shall be submitted to the appropriate Division Chair and approved by the Dean. Requests should be submitted as far in advance as possible, but no request for emergency leave will be unreasonably jeopardized because of short notice.

b. Emergency leave for jury duty or emergency military service will be granted by the College. Compensation shall be according to the laws of the Commonwealth.

O. Maternity and Paternity Leave

1. Maternity leaves shall be granted on request to unit members who are expectant mothers for a period of six weeks before the delivery date through six weeks after delivery.

2. Paternity leaves of two weeks shall be granted to a unit member whose wife delivers a child.

3. A unit member shall be granted a six week maternity leave or a two week paternity leave following the adoption of a child under 2 years 9 months of age.

4. During parental leaves the College will pay the regular monthly salary and all individual fringe benefits to which the unit member is entitled consistent with the provisions of this article.

5. Taking a parental leave shall not prevent unit members from taking a personal leave, emergency leave, or sabbatical leave for which they would otherwise be eligible.

6. When a unit member who adopts a child is required by the adoption agency to take a leave of absence longer than that

specified in 3 above, the College agrees to grant the unit member additional leave without pay but with all individual fringe benefits consistent with Article X for the number of weeks necessary to fulfill the agency's requirement. Such a leave shall not affect the unit member's eligibility for any other personal leave provided in Article X.

P. Sabbatical Leave

1. Each year the College will grant up to four full-year and eight one-semester sabbatical leaves for the professional growth and development of full-time unit members, and up to two one-semester sabbatical leaves for senior lecturers. Commencing in academic year 1989/90, one full year sabbatical (if one remains) shall be converted to two one-semester sabbaticals.

2. Eligibility

Full-time unit members begin to accumulate years to be credited toward sabbatical leave from the date of their initial full-time appointment and are entitled to apply for sabbatical leave at the beginning of their sixth year of full-time service at the College or as otherwise provided in this contract.

a. Full-time unit members who had been employed by the College for at least nine years prior to January 1, 1981 shall be entitled to apply for a second sabbatical leave no less than three years after having been granted their first sabbatical leave. Thereafter they shall be entitled to apply for a sabbatical leave every six years.

b. Full-time unit members who had been employed by the College at least nine years prior to January 1, 1981 and have not previously been granted a sabbatical leave shall have priority in consideration for their first sabbatical. Only after the applications of such candidates have been approved or rejected by the College shall the applications of other candidates be considered.

c. Senior lecturers are entitled to apply for a one semester sabbatical leave at the beginning of their sixth year of service as senior lecturer. The salary for the sabbatical shall be that person's average salary for the previous four semesters.

3. Benefits

a. A sabbatical leave provides, at the choice of the unit member, full salary for one semester or half salary for two semesters.

b. The College will pay all individual fringe benefits for unit members on sabbatical leave, consistent with the provisions of this article.

4. Application procedure

a. Applicants for sabbaticals shall submit a request in writing to the appropriate DEC by October 15 of the preceding academic year.

b. The DEC will evaluate applications according to the criteria in Article X.P.5. and according to the procedures described in Article XIII.

c. The DEC will forward its recommendations and supporting documentation to the Dean by November 15, and send a copy of the recommendations to the applicant and the President of AAUP.

d. The Dean shall communicate acceptance or rejection of the recommendations in writing to the unit member, AFEC, the DEC, and the President of the AAUP no later than December 10.

e. When rejecting applications the Dean shall enumerate the reasons for the rejection with respect to the criteria in Article X.P.5.

f. A unit member whose application for sabbatical leave is denied twice in succession by the College may file a grievance with AFEC in accordance with Article XV. Grievance procedures shall be completed and the decision of the College shall be made by February 10.

5. Criteria for granting sabbatical leaves

a. Potential for promoting professional growth of the unit member.

b. Potential benefit to the program of the College.

c. Appropriateness of the scope of the project to the length of time requested.

6. Other requirements for sabbatical leaves

a. Unit members granted sabbatical leave must agree to return to the College for a period of time equal to the length of their sabbatical. If, however, the member fails to return for such period, then s/he will be responsible

for repaying, without interest, all monies advanced during the sabbatical within one academic year of the conclusion of the sabbatical.

b. Unit members shall submit at their own discretion a written report to the Dean or deliver a public lecture on their sabbatical experience.

Q. Grants and Professional Support

1. The College agrees to provide student assistance, secretarial assistance, xeroxing, mailing, and necessary supplies for all unit members engaged in professional research, writing, and grant applications.

2. The College agrees to maintain a Grants Development Office which will gather and provide literature and information to unit members regarding available grants. Such office will assist unit members in applying for grants.

3. The College agrees to support those members of the unit who wish to sponsor meetings of professional organizations on campus by providing classroom space and custodial services free of charge and catering and other services at cost, provided that such use does not conflict with regularly scheduled activities of the College. It is further understood that all such activities shall be coordinated with the appropriate College offices (e.g., Student Activities, the Conference Center), and conducted in full compliance with established rules and regulations governing all functions on campus.

R. Release Time

The College and the AAUP agree to establish a joint committee to review requests from members of the unit for release time from teaching or other responsibilities to engage in professional research and other projects.

1. The joint committee shall be composed of three unit members and three representatives of the College selected by their respective constituencies.

2. Applications must be submitted in writing and must describe in detail the nature of the research or project to be undertaken.

3. Deadlines: Applications for spring semester are due by the third day of classes of the Fall semester. Fall semester applications are due by the third day of Spring semester. The committee must issue its decision no later than four weeks after the application deadline.

4. The committee may grant up to nine hours of release time each semester.

5. Decisions of the committee are final and are not grievable. When the committee is deadlocked by a tie vote on a decision, the Chair of the Faculty shall cast the deciding vote.

6. Criteria for granting release time shall be determined by the joint committee and shall be made available to the faculty at the earliest possible date.

S. Professional Liability Insurance

The College agrees to provide members of the unit with professional liability insurance in the amount of $2,000,000 per occurrence.

T. Faculty Office Space

1. The College acknowledges the need for every full-time faculty member to be provided with his/her own office space and for part-time faculty to be provided with access to reasonable office space. The College pledges to include this need in future planning.

2. Appropriately-equipped private music studios shall be provided and maintained by the College for use by instructors and by students registered for private music instruction.

U. Changes from full-time to part-time status

1. Assistant Professors, Associate Professors, and Professors who have been employed by the College for more than 10 years shall be eligible to apply for part-time status at the same rank. Such unit members may apply to reduce their workload to 3/4 or 1/2 of the standard course load. The College may also appoint other part-time faculty with professorial rank whose benefits, salaries, and duties shall be as otherwise provided.

   a. The College will pay all individual fringe benefits to which the unit member is entitled consistent with Article X.

   b. Salary shall be consistent with Article XII.

   c. Unit members with part-time professorial rank shall fulfill all non-teaching requirements of full-time unit members, with the exception that their number of advisees will be reduced in proportion to their teaching

load. Further, all terms and provisions of this contract shall apply to such members unless otherwise provided.

2. Applications for all changes to part-time status shall be submitted in writing to the Dean, who will consult with the Division Chair. Such applications should be made three months in advance of the effective date of the change. The Dean shall accept or reject the application within 15 working days of receiving the application.

3. All changes to part-time status by full-time unit members shall be voluntary.

4. Part-time unit members with professorial rank who wish to resume full-time status shall apply to the Dean at least nine months in advance of the effective date of the proposed resumption. After consultation with the Division Chair, the Dean shall accept or reject the application at least three months before the effective date of the proposed resumption.

5. Full-time unit members on temporary part-time status and part-time unit members with professorial rank may not hold the positions of Division Chair or Subject Area Coordinator.

6. Eligibility for sabbaticals, and rolling contracts: part-time unit members with professorial rank shall not be eligible to apply for rolling contracts or sabbatical leaves, although those already on rolling contract because of full-time service shall retain it and continue to be eligible for annual renewal. Part-time unit members with professorial rank who become full-time shall receive one year of credit toward rolling contract status and sabbatical and other leave for each eight courses taught while part-time.

ARTICLE XI

HOURS AND WORKLOAD

A. Work Loads for Full-time Faculty

1. The required teaching load of a full-time unit member, unless otherwise stipulated in the agreement, shall not exceed 12 contact hours per semester, with not more than three different courses per semester.

   a. When a faculty member teaches fewer than 12 contact hours because of a course cancellation, tutorials or special projects for the division or the College may be substituted by mutual agreement of the faculty member, the

Division Chair, and the Dean.

b. When a unit member is scheduled to teach a fifth course as overload and one of the courses in the member's regular load does not reach the minimum enrollment, the fifth course shall become part of the regular load and the deficient course cancelled or taught as a tutorial.

2. In cases where private instruction is credited toward the teaching load of a full-time faculty member, such credit shall be determined on the basis that one studio contact hour equals one teaching contact hour.

B. Additional Activities: faculty participation in independent reading, independent study, and independent studio courses; tutorials; and field experience supervision shall be voluntary except when it is necessary to offer a tutorial under Article XI.K.3. Faculty participation in any of the above activities:

1. Must be approved by the Division Chair and the Dean;

2. Must be limited to no more than four of the above in any semester;

3. Shall be treated as overload with compensation subject to available funding from the faculty member's division except when:

a. One or more of the above activities constitute part of a faculty member's regular workload for which no additional compensation shall be payable; or

b. A tutorial is required under Article XI.D.2. in which case compensation shall be according to Article XII.L.

C. Nursing Clinicals

1. For nursing clinicals, a contact hour will be equivalent to each hour and a quarter spent by the faculty member in a clinical setting.

2. A unit member who supervises two groups of students in a clinical setting will be credited with an additional contact hour.

D. PAL Faculty: The required teaching load of a full-time PAL unit member shall not exceed 20 contact hours per week with a student load not to exceed 18 students, arranged on the following basis:

1. PAL unit members shall meet each of their 18 students for at least three hours per week grouped in accordance with the students' needs as determined by the unit member with the approval of the Coordinator and Director.

2. PAL unit members who teach fewer than 20 contact hours per semester may provide alternative service as mutually agreed upon by the unit member, the Director, and the Dean.

3. Every attempt will be made to balance the number of contact hours among PAL unit members.

4. When a PAL unit member is assigned to work with consultant/supportive students, two consultant students will be considered equivalent to one regular PAL student.

E. Librarians shall work a 35 hour week except during summer when Article XI.K.8. shall apply.

F. If a unit member participates equally and fully in a team taught course (meaning s/he attends all classes and equally shares the teaching), s/he will receive the same contact hour credit as if s/he had taught the course alone.

G. Center for Lifelong Learning: courses offered through CLL shall not be counted toward the required teaching load of a full-time unit member except by mutual agreement of the Dean and unit member, but CLL-sponsored courses for which academic credit is given shall be counted in the process of determining when a faculty member is entitled to membership in the unit; however, the teaching of CLL-sponsored courses will not enable a part-time unit member to obtain full-time status, if the part-time faculty member derives his/her primary income from a source other than the College.

H. Each full-time faculty member shall also be expected to fulfill the following requirements:

1. Serving as the adviser to students assigned by the Director of Academic Advising and maintaining accurate records of advisory activity for each advisee, with the exception of librarians who shall have no advisees.

   a. The Director of Academic Advising shall make every effort to balance the advising load among faculty. No faculty member shall be required to advise more than 20 students. Faculty who advise more than 20 students shall be entitled to overload compensation.

   b. Those full-time faculty members who do not have advisees can provide alternative service as mutually agreed upon by the unit member and the Dean.

2. Providing such accurate and timely reports and materials (e.g. mid-semester warnings, final semester grades, and course syllabi) as shall be required by the offices of the Dean and Registrar.

3. Attending one divisional meeting and one College-wide faculty meeting per month during the academic year.

4. Scheduling a minimum of four office hours per week at a variety of times chosen to accommodate student needs. Faculty members shall increase their office hours as necessary during advance registration and at other extraordinary periods in order to provide a minimum of twenty minutes access for each advisee.

5. Participating in Parent's Weekend, Commencement, a special convocation, and one Faculty Workshop per academic year.

6. Refraining from administering any examination, written or oral, during the week of classes immediately preceding the designated final exam period.

7. Supporting the recruiting efforts of the College by such means as:

   a. Meeting by appointment with students with special interests in the unit member's area;

   b. Writing letters to applicants with special interest in the unit member's area;

   c. Attending whenever possible recruiting and retention activities such as Admissions Open Houses;

   d. Delivering whenever possible pre-arranged guest lectures off campus, in areas of special expertise;

   e. Meeting whenever possible, by mutual agreement, with faculty counterparts at two-year colleges in an attempt to attract more transfer students to Curry.

8. Engaging in a continuing formal review and evaluation of the curriculum with particular emphasis on:

   a. Evaluating majors with the intent of attracting and meeting the needs of transfer students.

   b. Continuing, consistent with normal faculty procedures, a general review of all lower-division offerings and lower-division professionally-oriented courses to assure their appropriateness with the College's

mission statement and goals;

c. Developing patterns of scheduling and course rotation which respond to the educational needs of students and which permit access by part-time evening students and by full-time students who wish to participate in extra-curricular activities.

9. Developing, as time and expertise permit, grant proposals as a means of acquiring the special equipment needed to support current courses and/or underwriting start-up costs for new curricular concepts. A stipend may be available for such work. (Article XII.V.)

10. PAL Faculty: Responsibilities of PAL Faculty shall include the following requirements in lieu of office hours and attendance at division meetings:

a. Provide a summative evaluation of each student's progress at the end of each semester.

b. Attend weekly PAL meetings during the academic year.

c. Schedule a minimum of two office hours per week to accommodate student needs.

d. Assist in administering tests and exams during final exam periods as scheduled. Every attempt will be made to distribute a fair and equitable assignment of supervisory hours during the exam periods.

I. Lecturers and Senior Lecturers shall be required to:

1. Teach the course load for which they are hired;

2. Schedule sufficient office hours to satisfy the needs of the courses they are teaching;

3. Provide such accurate and timely reports and materials (e.g., mid-semester warnings, final semester grades, and course syllabi) as shall be required by the Offices of the Dean and the Registrar.

4. Refrain from administering any test or examination, written or oral, during the week of classes immediately preceding the designated final exam period.

5. Senior Lecturers shall participate in Parents' Weekend.

J. The following exceptions to XI.A. shall apply:

1. Division Chairs shall teach six contact hours per semester.

2. Subject area coordinators shall teach nine contact hours per semester.

3. The President of the AAUP or his/her alternate shall teach nine contact hours per semester.

4. The Vice President for Collective Bargaining of the AAUP shall teach nine contact hours during semesters when collective bargaining takes place.

5. The Director of Field Experience Education shall teach six contact hours per semester.

6. The Director of PAL and the Coordinator of PAL shall have no required teaching responsibilities.

7. The Director of Academic Advising shall teach six contact hours per semester.

8. The Director of the Essential Skills Center shall teach three contact hours per semester.

9. The Director of Media Services shall teach six contact hours per semester.

10. The Director of Radio shall teach six contact hours per semester.

11. The Director of Athletics shall teach four contact hours per semester.

12. The Director of Physical Education and Intramurals shall teach six contact hours per semester.

13. The Director of Academic Computing shall teach six contact hours per semester.

14. The chairs of the Academic Affairs Committee and the Equivalent Education Committee shall receive a reduction of three contact hours for one semester of the academic year in which they serve.

15. Coordinators of Clinical nursing courses shall receive a one contact hour load reduction for each semester during which they coordinate a course.

16. The Director of the Justice Education Program shall teach six contact hours per semester.

17. A unit member holding two or more of the above listed

positions shall be entitled to a total reduction in course load equal to the sum of the two largest of the reductions to which s/he would otherwise be entitled.

18. All other exceptions and equivalencies shall be worked out between the faculty member and the Chair by mutual agreement; if such agreement cannot be reached, the Dean and the President of the AAUP shall be consulted.

K. Size of classes

1. Every attempt will be made to assure that the class sizes listed below are not exceeded:

a. Twenty (20) students in science laboratory and physical education classes.

b. Fifteen (15) students in writing workshops, language skills, voice and diction and foreign language classes and in broadcasting and psychology laboratories.

c. Twelve (12) students in classes designated as seminars.

d. Twenty-five (25) students in "Introduction to Fine Arts", communication, and other written communication courses.

e. In nursing clinical courses, the faculty-student ratio shall not exceed 1:8.

2. No course of fewer than eight students will be taught unless approval of the Division Chair and the Dean is given.

3. A course which is a required part of a major may be taught as part of a unit member's regular teaching load a maximum of three times without reaching the minimum enrollment; thereafter it must be scheduled as an overload course or tutorial.

4. Faculty members and their area coordinator will mutually set maximum enrollments for courses to ensure that individual course loads are in compliance with this Agreement. This limit cannot be exceeded without the written consent of the faculty member, the Division Chair, and the Dean.

5. A faculty member and the Division Chair may mutually set a maximum enrollment for a course.

6. When a unit member is teaching the required number of

credits and a course or course section has more than 50 students the unit member, the area coordinator, and the Division Chair may recommend to the Dean that:

a. The member receive overload compensation; or

b. An additional section of the course be added.

7. No faculty member teaching four courses shall be required to teach more than one hundred students per semester. Faculty members with reduced teaching loads shall be required to teach no more than an average of 25 students for each three contact hour course taught. This limit cannot be exceeded without the written consent of the faculty member and the approval of the Division Chair and the Dean.

8. No faculty member will be required to teach more than 50 students in a single course or section of a course. This limit cannot be exceeded without the consent of the faculty member and the approval of the Division Chair and the Dean.

L. Times of Employment

1. Subject area coordinators and Division Chairs in consultation with the faculty members involved shall plan the workload and hours within each division such that the division can provide courses as needed throughout each day and evening of the semester. This scheduling of courses shall be consistent with College scheduling principles and subject to the approval of the College Scheduling Committee, which shall consist of the Director of Academic Advising, the Vice Chair of the Faculty, the Registrar, the Director of CLL, the Assistant Dean, and one faculty member of the Academic Affairs Committee elected by the faculty at large.

2. No unit member may be required to work on Saturday or Sunday, except as stipulated in this contract. The College shall, however, have the right to schedule Saturday final exams.

3. No unit member may be required to teach classes scheduled such that more than eight hours passes between the beginning of the first and the end of the last class.

4. No unit member who has taught an evening class may be required to teach a class which begins before 9:30 the next morning.

5. To assure that the responsibility of staffing evening courses, which are a necessary part of the total academic

program, are shared equally by the faculty as a whole, unit members may be expected to teach no more than one course between the hours of 7:00 and 9:30 p.m. every three semesters.

6. Full-time unit members may accept employment outside the College as long as such employment does not interfere with professional performance. The Dean's Office shall be kept informed of the nature and extent of each faculty member's outside employment.

7. No unit member shall be required to provide work or services to the College before the onset or after the completion of the academic year, unless otherwise specifically stipulated in this agreement.

8. Librarians shall be employed for a 12-month period with six weeks' vacation, to be distributed throughout the year, with the following stipulations:

    a. The needs of the summer school shall be met.

    b. One professional librarian shall be present during normal working hours, when the library is open.

    c. Vacations shall be worked out in consultation with the Dean.

    d. The normal four-day summer work week presently in effect shall obtain.

M. Service on committees will be voluntary; however, such service may be considered as part of a unit member's evaluation.

N. Any additional responsibilities beyond those identified in Article XI, including summer work, shall be entirely voluntary, with no penalty accorded to any faculty member who chooses not to participate; such responsibilities shall be compensated as overload.

Every effort will be made by the Division Chairs and the Directors of PAL and CLL to ensure that overload assignments, including summer employment, are equally distributed among unit members who agree to carry such overload.

O. PAL Overload

1. For a PAL unit member, an overload shall exist when he or she has more than 18 Curry students or 20 contact hours.

    a. At the beginning of each academic year, PAL unit members who wish to accept overload will inform the

Coordinator and Director.

b. Every effort will be made to distribute the extra PAL students and contact hours equitably in groups not to exceed three students.

c. Opportunities for private instruction with non-PAL students, or with PAL students who wish more instruction than is provided for in the regular PAL program, shall be offered according to a list established as in XI.O.1.a. above.

P. PAL Summer Hours and Workload

1. During the three-week PAL summer session, the required load of a full-time PAL unit member shall not exceed 23.5 contact hours per week, with a student load not to exceed seven (7) students (grouped according to their needs as determined by the unit member with approval of the Coordinator and Director).

2. Each PAL full-time unit member shall be expected to fulfill the following requirements:

a. Attend weekly faculty meetings.

b. Attend one pre- and one post-summer school meeting.

c. Provide a summative evaluation of each student's progress at the completion of the summer program.

3. In cases where a full-time PAL unit member is teaching fewer than 23.5 contact hours, s/he may provide alternative service as mutually agreed upon by the unit member, the Director, and the Dean.

4. When PAL unit members wish to work in the summer and all those wishing to work cannot be accommodated, the Director of PAL shall distribute assignments as equally as possible on the basis of seniority among unit members.

5. Overload

a. An overload shall exist when a PAL unit member has more than seven summer students or the equivalent thereof.

b. The Director of PAL shall distribute extra PAL summer students equitably among PAL unit members who indicate a desire for an overload.

Q. Sample Form:

OVERLOAD WAIVER FORM

This is to certify that, in full awareness of the standards concerning hours and workload established in Article XI of the present Contract between Curry College and the AAUP, I waive those items I have initialed below for the _____ semester of the academic year_____:

_____teaching load

Please check below as appropriate:

_____ number of class preparations per semester

_____ total contact hours per semester

_____student load (in excess of 100)

_____class size (in excess of 50)

_____times of employment

_____other (please specify):_____

_____

_____

(signature)_____(date)_____

ARTICLE XII

SALARIES

A. Full-time Faculty: salary base by rank

	1987-88	1988-89	1989-90
Instructor	$19,425	$20,396	$21,416
Assistant	$22,575	$23,704	$24,889
Associate	$26,775	$28,114	$29,519
Professor	$32,025	$33,626	$35,308

B. The College will also establish salary adjustment funds during the term of this contract according to the following schedule:

1987-88	1988-89	1989-90
$75,000	$75,000	$75,000

These funds will form a salary pool and will be distributed proportionally by rank annually between April and August of each of the three years of the Agreement. Full-time faculty on an initial appointment shall not receive an adjustment increment in their first year. Unit members who have just been promoted will receive, in their first year in a new rank, the adjustment increment appropriate to their previous rank. All adjustment increments will become part of the base salaries of those unit members who receive them.

C. Part-time Faculty: Salary base by rank

1. Lecturers and Senior Lecturers

	1987-88	1988-89	1989-90
Lecturer	$1,600	$1,700	$1,800
Senior Lecturer	$1,900	$2,000	$2,100

Senior Lecturers with four or more years in rank will receive an extra $50 per course or per three contact hours.

2. Part-time music faculty shall be compensated by:

   a. 50% of tuition paid per credit per semester; and

   b. The entire private study fee paid by the student.

3. Part-time Assistant Professors, Associate Professors, and Professors:

a. 3/4 load: 75% of the full-time salary;

b. 1/2 load: 50% of the full-time salary;

4. Salaries for part-time PAL unit members appointed prior to September, 1986, shall be based on a proportional percentage (1/4, 1/2, 3/4) of a 20 contact hour full-time load. This salary shall be computed from the Instructor base salary as defined in the 1984-1986 Agreement ($16,500).

5. Part-time PAL unit members appointed during or after September, 1986 will be paid on a per course equivalency basis (where every five contact hours is equivalent to one course).

6. When because of insufficient enrollment, the College cancels (a) a section of a multi-sectioned course, or (b) a course which has historically attracted sufficient enrollment, the part-time unit member so affected will be paid an honorarium of $100.

D. Calculating Individual Salaries

1. Special Appointments: the salary for special appointments will normally be the base specified in XII.A.

2. Initial Appointments:

a. Begin with minimum salary base;

b. For every year of full-time college teaching experience at another institution, add $125.

c. The College shall make every attempt to recruit new faculty at salaries in conformity with the provisions of XII.A. and D. However, the College reserves the right to make salary offers which exceed these bases in fields where demonstrably higher norms prevail, provided that

(1) the division has submitted a memorandum to the Dean and to the President of AAUP specifying the reasons for the necessity of recruiting faculty at a salary higher than the base in XII.A.

(2) the salary offered for an appointment to a particular rank shall not be more than 110% of the highest paid unit member already holding such rank in any division other than Nursing.

(3) the AAUP concurs.

3. Continuing Appointments

a. For unit members not being promoted: Add 5% to the previous year's salary, effective September 1.

b. For unit member being promoted: Add 5% to the previous year's salary, then add the appropriate promotion increment. If this total is still below the base in XII.A., then the new salary shall be the base salary for the rank.

c. Unit members who are promoted shall receive the promotion increment below, to be added after adding increases agreed on for the academic year. This increase becomes part of the member's regular salary, and all future raises will be based on the new total.

(1) Instructor to Assistant Professor: $1,300.

(2) Assistant Professor to Associate Professor: $1,500.

(3) Associate Professor to Professor: $1,800.

4. Salaries for librarians who are members of the unit shall be calculated by adding 3/4 of one month's salary to their annual salary as computed in Article XII.A.

E. Change in Faculty Status

1. Part-time faculty who become full-time faculty shall be placed on the salary scale and an additional $125 shall be added to their base salary on a pro-rata basis for every eight courses taught at Curry.

2. When individuals whose full-time faculty appointments have been involuntarily terminated are hired on a part-time basis, they shall hold the rank of Senior Lecturer and be paid the base salary for Senior Lecturer.

F. Advising Compensation

1. Compensation for a standard Academic Advising Team load (contacting 75 acceptees by telephone and assisting each acceptee who enrolls at the College to plan a schedule) shall be $1,500.

2. Compensation for contacting and advising transfer students for the Academic Advising Team shall be $60 per student.

3. Full-time faculty members who advise more than twenty (20) students shall receive overload compensation at the rate of

$10 per student per year for each additional advisee.

G. Compensation for Individualized Instruction

1. Compensation for post-baccalaureate supervision shall be 30% of all tuition generated.

2. Compensation for proficiency examinations shall be 50% of all tuition generated.

3. Compensation for evaluation of life experience shall be 50% of all tuition generated.

4. Compensation for private testing by certified PAL unit members shall be $75 per Wechsler and $125 per test battery.

5. Field experience supervision (see Appendix) is compensated at the rate of $40 per credit.

6. Tutorials, except those required to permit a student to complete a major shall be compensated at the rate of $50 per student per credit to a maximum of $1,600 per course. Compensation for required tutorials shall be $65 per credit per student.

7. Clinical nursing make-ups, which are limited to eight students, shall be compensated at the rate of $125 per day.

H. Contracted teaching overloads

1. Contracted overload is scheduled in advance by a Division Chair in accordance with the provisions of Article XII. Upon recommendation to the Dean, a supplemental contract for the following semester which specifies the nature of the overload (e.g., the teaching of an extra course or extra contact hours) and the stipend involved - normally the lecturer rate of pay - will be issued.

2. PAL overload compensation for unit members will be $20 per contact hour and is payable when the Director of PAL certifies that the unit member has submitted a final evaluation of the student.

3. When only one faculty member in a team-taught course is a full-time unit member and is teaching the course as an overload, compensation shall be the same as if s/he had taught the course alone as an overload. For courses team-taught as overload by more than one full-time unit member, compensation, at the rate for the course, shall be divided equally among the team. In the case of team-taught courses in which a part-time unit member participates, compensation

for the course will be prorated at the rate of pay of the team members.

I. Non-contracted teaching overloads

1. Non-contracted overload is customarily the result of unanticipated factors during a given semester (e.g., total enrollments in excess of 100 students for a particular faculty member).

2. Compensation is based on official class lists which have been compiled after the add/drop period each semester.

3. Compensation for non-contracted overloads shall be $1,200 for 10 or more students (or three credits), $900 for six to nine students, and $50 per credit/student for one to five students.

4. Non-contracted overload compensation is usually paid in two equal installments (November/December or April/May).

J. Compensation for all unit members who teach in summer session shall be at the lecturer rate of pay.

K. Non-Teaching Overloads

1. Members of the unit who are required to perform non-teaching duties (for example, but not exclusively the Director of Academic Advising, The Director of Field Experience Education, the Director of Radio) during the January intersession shall receive overload compensation at a rate of $15.00 per hour.

2. Summer Pay for Directors and Division Chairs

a. If the responsibilities of any of the directors listed in the Appendix require work beyond the end of the regular academic or contractual year, the Dean and the Director shall state in writing the nature of this work, the schedule according to which it will be accomplished, and the overload compensation to be provided, prorated at the Director's current monthly rate of pay. The Dean will send a copy of this agreement to the President of AAUP.

b. If the responsibilities of the Division Chair cannot be accomplished during the regular academic year, the Dean, in consultation with the Division Chair, shall determine what remains to be done and establish a schedule for its completion. The College will provide overload compensation on an hourly basis prorated at the Division Chair's normal rate of pay, based on a 35 hour week, for a period not to exceed 30 days. The Dean will inform the

AAUP in writing of the precise nature of this overload and compensation.

3. Lecturers and Senior Lecturers who participate at the request of their Area Coordinators and Division Chairs in such activities as curriculum planning meetings, program explanation, and exhibit or function coordination (e.g., Fine Arts Week) shall be paid $15 per hour for these services.

L. All requests for overload compensation must be made in writing to the Dean by the appropriate Division Chair or Director. All overload compensation is subject to funds available from the faculty member's Division or Director's department, and must be authorized in writing by the appropriate Division Chair or Director, and approved by the Dean.

M. Stipend for Grant Development and Proposal Writing

The Grants Development Office will assist unit members in applying for grants, and may make available a stipend for proposal writing. All requests for such a stipend must be made in writing to the Coordinator of the Grants Development Office. All grant and proposal stipends are subject to fund availability from this office, and must be authorized in writing by the Grants Development Office Coordinator, and approved by the Dean.

N. Substitute Pay

Unit members who fill in for faculty on leave (e.g., maternity, sick, emergency, or personal), but not for religious observances, shall be paid:

1. $25 for each 50 minute class, $37.50 for each 75 minute class, $60 for each 120 minute class, and $75 for each 150 minute class for up to six weeks.

2. If the unit member on leave is away for more than six weeks, the substitute will continue at a weekly rate prorated according to the substitute's salary rate for contracted overload.

O. All financial arrangements between the College and any unit member, including any not addressed in this contract, shall be made in writing and signed by the Dean and the unit member and a copy sent to the President of the AAUP. When such arrangements apply to work addressed in this contract, compensation shall be as provided in this contract.

ARTICLE XIII

GOVERNANCE

A. The AAUP and the College accept the principles of college governance as defined in the 1966 Statement on Government of Colleges and Universities formulated by the AAUP, the American Council on Education, and the Association of Governing Boards on Universities and Colleges.

B. Voting rights at faculty and division meetings: Every full-time member of the unit and every senior lecturer shall be entitled to vote at all faculty meetings and at their respective division meetings. Administrators with academic rank may vote at faculty or division meetings on all matters except those pertaining to faculty personnel issues, such as promotions, rolling contracts, termination, elections to AFEC, FWC, and DEC, and election of Division Chairs and area coordinators.

C. Selection of Division Chairs: The voting members of each academic division shall by majority vote recommend their candidate for appointment as Division Chair to the Dean, with whom the actual power of appointment resides. If the Dean declines to appoint a Candidate, the Division shall make another recommendation. The usual term of such an appointment is three years, or as otherwise agreed upon by the Dean and the Division.

   1. In the event the Chair is unable to fulfill the term for whatever reason, the Dean shall have the authority to appoint a new Chair on a pro-tem basis to fill out such term, after due consideration of the recommendation, by majority vote, of the Division Faculty. If the Division Faculty cannot be expeditiously assembled for such a vote, the Dean may appoint a pro-tem Chair until such time as the Division Faculty can be assembled for a vote.

D. Selection of Subject Area Coordinators: The voting members of a subject area within an academic division shall recommend to the Division Chair a member to serve as Subject Area Coordinator. The Division Chair shall transmit these recommendations in writing to the Dean, with whom the actual power of appointment resides. The usual term of such an appointment is two years, or as otherwise agreed upon by the Division and the Dean. If the area has not previously had a coordinator, the need for such a position must be established by the members of the area.

E. All Faculty Evaluation Committee (AFEC) and Faculty Welfare Committee (FWC):

1. The AFEC and FWC will continue to function in accordance with their existing responsibilities unless amended or revised by the terms of this contract.

2. Composition: AFEC and FWC shall each be composed of five faculty members, elected by the faculty. Each member shall be elected for a term of two years by secret ballot. Elections shall be held at the April faculty meeting of each year with the terms of office beginning May 1. To be eligible to serve on AFEC or FWC, a faculty member must:

   a. Have completed at least three years of full-time service or attained the rank of Senior Lecturer at the College.

   b. Be elected by a two-thirds majority of the faculty present and voting.

   c. No faculty member may serve concurrently on AFEC and FWC.

3. Responsibilities: In addition to their other responsibilities, both committees shall review and act on grievances in accordance with the provisions of Article XV. The particular responsibilities of AFEC are:

   a. Overseeing and coordinating development of evaluation procedures, guidelines and standards for all divisions, consistent with the procedures and criteria set forth in this Article;

   b. Coordinating the evaluation process: i.e., facilitating the process of faculty evaluation through research and communication;

   c. Integrating division evaluation committee recommendations with institution viewpoints;

   d. Serving as a grievance committee;

   e. Evaluating the adequacy of DEC documentation in cases coming before it. AFEC may refer grievances back to the Division if AFEC determines that the DEC has failed to meet and/or document the criteria stated in XIII.G. and XIV.E.

   f. Conducting an evaluation and issuing a recommendation to the Dean, pursuant to XIV.D.6.

F. Divisional Evaluation Committees

1. Constitution: Each division and PAL shall annually elect a

DEC consisting of both persons at the rank of Senior Lecturer, Instructor, and/or Assistant Professor and persons at the rank of Associate Professor and/or Professor. A DEC may be a committee of the whole division.

2. Eligibility: To be eligible for membership on a DEC, a unit member must have completed one year of full-time service or be a Senior Lecturer at the College. Division Chairs are eligible for election to DEC's but are not members ex- officio.

3. Evaluation Committees for Non-Divisional Faculty.

a. The Library Committee shall serve as the DEC for evaluating librarians.

b. Members of the Physical Education Faculty will be evaluated by an ad hoc committee composed of one unit member from each division, appointed by the Chair of the Faculty.

c. The faculty in Academic Computing will be evaluated by an ad hoc committee composed of the Chairs of the divisions and the Director of PAL.

4. Responsibilities of Evaluation Committees

a. Obtaining as complete and accurate evaluation data as possible for every unit member, including data from:

(1) colleagues within the division, outside the division, and from outside the College;

(2) students;

(3) Division Chair;

(4) self-evaluation materials; and

b. Annually assessing data on each unit member and sending recommendations and documentation to the Dean on matters of promotion, rolling contract status, reappointment, termination for reasons of deficient performance, and the granting of leaves of absence. Such annual evaluation shall take place in the fall semester and shall comply with the schedule provided for in Article XI .D.

c. Recommendations: All DEC recommendations shall be by a majority vote by secret ballot of all members of the DEC. DEC recommendations shall be promptly reported in writing to the individual being evaluated, to the Division,

and to the Dean, and shall include the numerical vote (yeas, nays, abstentions), and shall include majority and minority reports at the request of the member being evaluated or of any member of the DEC.

G. Faculty Ranks

1. All members of the faculty hold one of the following ranks: Lecturer, Senior Lecturer, Instructor, Assistant Professor, Associate Professor, and Professor.

2. Visiting faculty hold one of the ranks in Article XIII.G. with the prefix "Visiting" to distinguish their temporary status.

3. Assimilated ranks: members of the PAL faculty and professional Librarians hold assimilated ranks which include both

a. An indication of the unit member's function within the PAL program or Library (e.g., PAL Coordinator, Technical Services Librarian); and

b. The unit member's faculty rank (e.g., Assistant Professor, Professor).

c. There shall be no necessary or automatic correlation between the functions performed by members of the PAL or Library faculty and the faculty ranks they hold; i.e., any of the positions (functions) may be filled by a person of any faculty rank. Exceptions: normally the Director of the Library shall hold the rank of Associate Professor or Professor.

4. Criteria for Determining Part-time Ranks

a. All part-time faculty who are members of the unit shall hold the rank of lecturer or senior lecturer except those identified in X.U.2.

b. Lecturer:

(1) Education: an appropriate degree, normally a Master's;

c. Senior Lecturer:

(1) Education: an appropriate degree, normally a Master's;

(2) Professional Performance:

(a) Teaching and PAL faculty: demonstrates notable ability as a teacher.

(b) Library faculty: demonstrates excellence as a librarian.

(3) Service

(a) Minimum Length of Service at the College: six semesters.

(b) Has demonstrated evidence of service to the College beyond that usually expected of part-time faculty (e.g., regular attendance at division meetings; active participation in such divisional matters as program conceptualization and curriculum development, special service to students such as extra tutoring, advising, etc.)

5. Criteria for Determining Full-time Ranks

a. Instructor:

(1) Education:

(a) Teaching faculty: Master's degree

(b) PAL faculty: a Master's degree, and a Certificate in Moderate Special Needs or equivalent.

(c) Library faculty: Master's degree in Library Science

(2) Professional Performance:

(a) Teaching and PAL faculty: demonstrates notable promise as a teacher.

(b) Library faculty: demonstrates notable promise as a librarian.

(3) Service: indicates a willingness to participate in activities and programs of the division, Library, or PAL program and of the College as a whole.

(4) Minimum Length of Service in this Rank:

(a) Teaching and PAL faculty: three years

(b) Library faculty: two years

b. Assistant Professor

(1) Education:

(a) Teaching faculty: Master's degree

(b) PAL faculty: a Master's degree, and a Certificate in Moderate Special Needs or equivalent.

(c) Library faculty: Master's degree in Library Science

(2) Professional Performance:

(a) Teaching and PAL faculty: demonstrates notable ability as a teacher.

(b) Library faculty: demonstrates excellence as a librarian.

(3) Service: demonstrates evidence of service to the College or a previous institution beyond the classroom, division, Library, or PAL program.

(4) Minimum Length of Service in This Rank: four years.

c. Associate Professor

(1) Education:

(a) Faculty hired before July 1, 1981

[1] Teaching and PAL faculty:

[a] Doctor's degree or degree which is considered terminal in the field of specialization* or

[b] two Master's degree's; or

[c] one Master's degree and one certificate of advanced graduate study; or

*The exact meaning of this phrase is subject to definition through pending arbitration.

[d] "all but dissertation" status

[2] Library faculty: Master's degree in Library Science

(b) Faculty hired after July 1, 1981

[1] Teaching faculty: Doctor's degree or degree which is considered terminal in the field;

[2] PAL faculty: Master's degree, certificate in Moderate Special Needs or the equivalent thereof, and either a second Master's degree or one certificate of advanced study.

[3] Library faculty: Master's degree in Library Science

(2) Professional Performance

(a) Teaching and PAL faculty: demonstrates outstanding ability as a teacher.

(b) Library faculty: performs outstandingly as a professional librarian.

(3) Service: shows evidence of outstanding leadership within the College or at a previous institution and can serve as mentor to the junior faculty.

(4) Minimum Length of Service in this rank: five years.

d. Professor:

(1) Education:

(a) Teaching and PAL faculty: Doctor's degree, or degree which is considered terminal in the field;

(b) Library faculty: Master's Degree in Library Science

(2) Professional Performance:

(a) Teaching and PAL faculty: demonstrates outstanding ability as a teacher.

(b) Library faculty: demonstrates outstanding skills as a professional librarian and coordinator.

(c) Service: shows evidence of outstanding service to the Division, the PAL program, or the Library and to the College or previous institution as a whole through the discharge of major responsibilities or significant contributions to the academic field or profession.

6. Length of Service and Education Requirements

a. The length-of-service and education requirements for a particular rank shall be satisfied on or before the effective date of any promotion.

b. When a faculty member has achieved a significant degree of recognition for academic or professional achievements and when this recognition has been thoroughly documented, the DEC may recommend to the Dean that the length-of-service and education requirements for a particular rank be waived.

H. Responsibilities of the Division Chair

The Division Chair is the academic and administrative head of the Division. S/he acts as a representative and liaison between the Division and the Dean's Office and is responsible for the organization, planning, and efficient operation of the Division. Consistent with the provisions of this agreement, the major responsibilities of the Chairs consist of the following:

1. Division Affairs:

a. providing for the development and implementation of division missions and objectives to support the stated mission and purpose of the College;

b. providing leadership in establishing division policies;

c. conducting regular division meetings;

d. involving faculty members and students in division decision making and activities;

e. maintaining good lines of communication within the division.

2. Academic Affairs:

a. leading the division in the development of division majors, programs, and curricula;

b. evaluating and improving programs, curricula, and the quality of instruction;

c. providing for the maintenance of academic standards and procedures;

d. coordinating the preparation of semester schedules of courses.

3. Faculty Affairs:

a. facilitating the recruiting, hiring, and orienting of new faculty members;

b. supporting and encouraging faculty growth and high performance in teaching, research, and other professional activities;

c. monitoring regularly the faculty performance of their responsibilities as outlined in this contract;

d. participating in the regular evaluation of faculty members and making documented recommendations to the Dean concerning their retention, promotion, rolling contracts, and termination.

4. Student Affairs:

a. curricular and career advising of students;

b. responding to student grievances and complaints;

c. protecting student rights;

d. providing for the awarding of student prizes.

5. External Communications:

a. serving as liaison between the division, the other divisions, and the Dean;

b. representing the division in meetings with the College administration and/or external agencies (professional associations, government agencies, and the public);

c. communicating division programs and activities to

students.

6. Budgetary Affairs:

   a. preparing annual division budget requests;

   b. administering budget allocations (preparing requisitions, authorizing expenditures, maintaining budget reçords);

   c. promoting division cost-effectiveness;

   d. providing for the fair allocation of faculty travel and research funds.

7. Office Management:

   a. providing for the smooth running of the division office;

   b. hiring, supervising, and evaluating office personnel

   c. maintaining division file and record systems (faculty, students, courses, academic data, correspondence);

   d. requisitioning and maintaining supplies and equipment.

8. Personal Professional Performance:

   a. providing professional leadership and example in the division;

   b. demonstrating professional competence in teaching, research, and professional activities;

   c. participating in professional associations and community service.

I. Responsibilities of the Subject Area Coordinator:

The area coordinator, working closely with the Division Chair, is responsible for:

1. leading the area faculty in developing and periodically reviewing the area's program and curriculum;

2. communicating with the College community and the public concerning the program and responding to student's problems relating to the area;

3. leading in the preparation of area semester course schedules, teaching schedules, and catalog copy;

4. collaborating with the Division Chair in the formulation of an annual budget, submitting to the Chair recommendations for budget allocation, and under the direction of the Chair administering those parts of the budget applying to the area;

5. promoting cost-effectiveness.

J. Responsibilities of a Field Experience Supervisor

1. discuss, finalize and sign the learning contract, keeping a copy for reference and sending a copy to the FEE office by mid-semester grade deadline;

2. meet at stipulated intervals (as specified in the learning contract) with the student intern during the internship.

3. contact the on-site field supervisor early and at least three times during the semester and visit the placement at least once during the internship;

4. submit notice of any mid-term warning to the Director of FEE at the appropriate time;

5. submit to the FEE director a final grade in writing and a written evaluation of the student's work at the end of the semester.

K. Responsibilities of Directors (see Appendix A for specifics)

In general, the Directors, all of whom report directly to the Dean, are responsible for:

1. developing and reviewing procedures and policies of the area's programs;

2. administering the activities of the area's programs;

3. coordinating (and training when necessary) the faculty, staff (and students, if applicable);

4. keeping up with trends and/or regulations from outside the College that may be relevant to the area's programs;

5. maintaining records of the program's activities;

6. overseeing annual budget requests and administering budget allocations in a cost-effective manner.

ARTICLE XIV

APPOINTMENT, EVALUATION, RETENTION, PROMOTION AND ROLLING CONTRACT

A. Initial Appointments of Full-time Faculty

1. Initial full-time appointments are made by the Dean, subject to the confirmation of the President. No offer of appointment to the faculty of Curry College is valid and binding unless it is made in writing by the Dean and is in conformance with other provisions of this Agreement.

2. Procedures for making full-time appointments

a. The recommending of candidates for full-time appointments to the faculty is the responsibility of the Division to which the candidate will be appointed.

b. When it is known by a Division Chair that a vacancy will occur, s/he shall immediately notify the Dean and all voting members of the division in writing. Within 7 days after a position has been approved, the Chair shall notify all part-time faculty and all faculty members serving on special appointments in the area and invite them to apply.

c. All faculty members in the appropriate academic division shall be notified at least 7 days prior to the screening and interviewing process for all such appointments to the faculty and may participate in the process.

d. When the division has completed its screening process, a majority of all voting members of the division will select a candidate to recommend to the Dean. This recommendation must be in writing and must include:

(1) the recommendation of an appropriate rank and the rationale for that recommendation;

(2) a recommendation of the years of experience to be used in determining the initial salary and to be credited toward promotion and the rationale for that recommendation;

(3) the recommendation of an appropriate salary and the rationale for that recommendation.

e. At the time that the division's recommendations are sent to the Dean, the Division Chair will send a copy to the President of the AAUP. Before the Dean makes a formal offer of appointment, s/he shall send written notice of the terms of the offer to the President of the AAUP, and if the AAUP fails to object to any of such terms within five working days of actual receipt of such notice, the AAUP and/or the appointee shall be held to have waived its right to grieve or arbitrate the appointment or its terms. Before a formal offer of appointment is made, the candidate will meet with a representative of the AAUP who will explain those portions of the contract which pertain to appointments and answer any questions the candidate might have about the AAUP and the contract.

3. When the Dean does not concur with the division recommendation, the Division Chair and representatives of the division will be consulted in an attempt to reach a consensus. A candidate who is unacceptable to either the Dean or a majority of the division shall not be issued a contract.

4. For the purposes of hiring members of the professional library staff, physical education faculty, PAL faculty, the Director of the Library, the Athletic Director, and the Director of PAL shall function in the role of the Division Chair in the process described above.

5. The basic terms and conditions of every initial appointment shall be stated in writing and copies supplied to the appointee, to the President of the AAUP, to the Division Chair, to the Area Coordinator, or, in cases addressed in Article XIV.A.4., to the appropriate alternate.

6. Credit for part-time teaching experience for persons who become full-time faculty: any part-time faculty who become full-time faculty will receive a maximum of one year credit toward minimum length of service in this rank provided that while the person held a part-time faculty appointment at an accredited institution, s/he taught at least eight courses.

7. When a candidate has academic or professional experience outside the College, the divisions will use the following formulas:

a. Each year of full-time academic experience will count as one year of service.

b. Every two years of professional experience outside

of the College shall count as one year of service.

B. Special Appointments

1. Special appointments are one semester or one year full-time appointments to the faculty used when necessary to provide temporary replacements for faculty members on leave or to meet a specialized need which cannot be satisfied by regular faculty.

2. If the need still exists at the end of the special appointment period, the College will explore the feasibility of creating a regular full-time position to meet that need. If a full-time appointment is created, a search for an appropriate appointee will be conducted in accordance with the procedures outlined in Article XIV. The individual who held the special appointment may be a candidate for the full-time appointment.

3. If, as a result of the search, the person on special appointment is offered a full-time appointment, the year on special appointment shall be considered the initial year of service at the College for determining salary, length of service in a particular rank, etc.

4. The appropriate rank for a special appointment shall be recommended in accordance with Article XIV. The salary for the appointment will normally be the base salary for the rank in Article XII. Fringe benefits for persons with special appointment shall be in accordance with Article X.

C. Length of Appointment

1. Lecturers shall receive one-semester contracts identifying the courses or the number of courses they are expected to teach, subject to the requirements of Article XI.K.2.

2. Senior Lecturers, for the first four years after initial appointment to this rank, will receive contracts for the entire academic year identifying the courses or the number of courses that they are expected to teach. Thereafter, Senior Lecturers shall be issued two-year contracts identifying the courses or number of courses they will be expected to teach. Such courses will be offered subject to the requirements of Article XI.K.2.

3. Full-time Faculty:

a. Full-time faculty initially appointed to these ranks shall be offered one-year contracts according to the following schedule: (This schedule will remain in effect even if there is an intervening promotion).

1. Instructors: four years;

2. Assistant Professor: three years;

3. Associate Professor: two years;

4. Professor: one year.

b. Each shall subsequently be issued two-year contracts until such time as rolling contract status is awarded.

c. Rolling Contracts:

(1) Eligibility:

(a) Associate professors become eligible for rolling contract status after six years of full-time service to the College.

(b) Professors become eligible for rolling contract status after three years of full-time service to the College.

(2) Application for rolling contract status will follow the procedures outlined in Article XIV.D.

(3) Length: Faculty who are given rolling contract status will be given a three-year contract, renewable each year for an additional three years, based on annual evaluations consistent with procedures outlined in Article XIV.D.

d. The Dean reserves the right to issue longer contracts when it is in the best interest of the College to do so, but will do so only with the concurrence of the Division Chair and a representative group of division faculty.

e. This agreement shall in no way alter or modify the tenure status held by any faculty member or any rights or benefits pertaining thereto.

D. Evaluation

1. Division Evaluation: all members of the faculty will be evaluated annually by their Division Evaluation Committee or its equivalent.

2. Any faculty member seeking a promotion or rolling contract shall submit a request for such consideration to the

appropriate DEC by the deadline established by the DEC and communicated in writing to the unit member and the Dean at least one month in advance of the deadline. The applicant for promotion has the obligation of developing and collecting material in support of the application.

3. These materials shall document that the applicant has satisfied both:

    a. the evaluation criteria, and

    b. the necessary criteria for determination of rank.

    These materials shall be supplemented by such materials as the DEC shall obtain consistent with the principles of Article XIII.F.4. The applicant's presentations of individually collected materials to the DEC shall initiate the procedure of evaluation for promotion.

4. Documented evaluation file: The sole document of record for divisional reviews and evaluation shall be the documented evaluation file. The file shall contain:

    a. all data for evaluation collected by the DEC pursuant to XIII.F.4.

    b. an up-to-date curriculum vitae;

    c. a current self-evaluation;

    d. course syllabi for all courses offered in the past year.

    e. written evaluations by others addressing the criteria in Article XIV.E.; and

    f. reports from the Dean and Registrar regarding the unit member's conformance to the terms of this contract from the time of ratification.

    g. reports from the Director of Academic Advising, the Director of Field Experience Education, or any other appropriate program director regarding the unit member's performance from the time of ratification of those duties normally expected of a unit member participating in the program.

    h. copies of letters and other documents from the unit member's personnel file which are directly related to the unit member's professional performance from the time of ratification.

i. any other appropriate data the faculty member desires to be included in the file.

5. Right of Privacy, Access, and Rebuttal

a. No data included in the documented evaluation file shall be disseminated beyond those performing the review and evaluation, and no data collected pursuant to such review and evaluation and not included in such file shall be disseminated further, without the express written consent of the faculty member of whom the data pertain.

b. All faculty members shall have the right to examine the data in their documented evaluation file and personnel file at any reasonable time.

c. Faculty members who disagree with the substance of data in their files may write a rebuttal statement to be placed in the appropriate file.

d. Unit members being evaluated by a DEC shall have the right to be present during all hearings and deliberations.

e. After the DEC's written recommendations are forwarded to the Dean, material shall not be added to the file except as hereinafter provided.

f. All data in the documented evaluation file for a faculty member shall be used solely for the purpose of review and evaluation of the faculty member. All DEC recommendations on a unit member in matters of promotion, rolling contract status, rolling contract reappointment, one-year reappointment, termination for reasons of deficient performance, and the granting of leaves of absence shall be based solely on information in the documented evaluation file.

6. The DEC will forward to the Dean in writing its evaluations and recommendations for each faculty member, together with the documented evaluation file. The documented evaluation file shall be closed and the recommendation of the DEC forwarded to the Dean no later than December 15 of the year in which the application is made.

E. Evaluation Criteria

1. Effective Performance

a. Teaching and PAL faculty: effective teaching to be determined by:

(1) Representative student and/or alumni evaluations.

(a) If student questionnaires are used, they must be confidential, and administered by someone other than the faculty member being evaluated.

(b) The design of such questionnaires is to be approved by a majority vote of the division or of the PAL faculty in a regular division or PAL meeting.

(2) DEC discussion and evaluation of course syllabi, examinations, and other written course documents or, for PAL faculty; DEC discussion and evaluation of program design, implementation, and self-evaluation.

(3) Other methods acceptable to both the faculty member and the DEC (e.g., video taping).

b. Library faculty: effective performance of duties, to be determined by:

(1) confidential written evaluations by support staff (including student workers);

(2) written evaluations by colleagues;

(3) other methods acceptable both to the librarian and to the evaluators.

2. Academic and professional preparation, including graduate work, degree earned in the field of specialization, and where appropriate, related non-academic professional experience.

3. Accountability

a. Teaching and PAL faculty:

(1) availability to students;

(2) competent student advising, or alternate service as mutually agreed upon by the unit member and the Dean.

b. Library faculty: availability to users

4. Scholarly activities or professional activities, broadly defined, and/or participation in activities outside the

College which bring credit to the College;

5. Development of, or significant contributions to programs or aspects of the College, either within or outside the applicant's field of specialization;

6. Under no circumstances will criteria 1, 2 and 3 be waived, and evaluation of a faculty member will normally include additional criteria from those listed above.

F. Dean's Responses

1. The Dean will accept or reject the recommendations of the DEC based on the criteria for evaluation in Article XIV.E.

2. The Dean shall accept or reject recommendations of reappointment in writing to the individual, AFEC, the DEC, and AAUP no later than:

   a. May 1 for individuals appointed at the beginning of second semester.

   b. March 1st of the first academic year of service if the appointment expires at the end of that year.

   c. December 15th of the second year of service, if the appointment expires at the end of that year.

   d. At least 12 months before the expiration of an appointment after two or more years of service.

3. The Dean shall make every attempt to respond in writing to requests for promotion and rolling contract by February 15.

   a. When the Dean receives an evaluation file late or in incomplete form, the February 15 deadline will automatically be extended by the number of days required to obtain or complete that file.

   b. When a response from the Dean is delayed beyond February 15, the appeal deadline in Article XIV.G. shall automatically be extended by the number of days the response is late.

   c. Copies of these responses will be provided to the DEC, the chair of AFEC, and the President of AAUP.

4. If the rolling contract of a unit member is not to be renewed, the unit member will have one or more annual evaluations in which to remedy deficiencies. If after such evaluation, renewed rolling contract status is approved, a new rolling contract shall be issued.

5. If neither annual evaluation results in a recommendation of rolling contract status, a new contract shall not be issued, thereby making the remaining years of the contract terminal.

G. Appeals

1. Grievances against the Dean having to do with reappointment, promotion, and rolling contract shall be submitted to AFEC in accordance with the procedures described in Article XV.D. and XIII.E.

2. In a hearing dealing with a Division's failure to recommend promotion, AFEC shall conduct a full inquiry consistent with the evaluation criteria of Article XIV.E.

a. In making its recommendations, AFEC shall not be limited by the evidence and findings forwarded to AFEC by the DEC.

b. If a hearing is held by AFEC, the Dean, the DEC, or the unit member may submit materials to the file which AFEC may consider at its discretion.

ARTICLE XV

GRIEVANCES

A. Definitions: a grievance is an allegation or complaint that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.

1. An individual grievance is an allegation or complaint by a faculty member or the AAUP.

2. A policy grievance is one which affects more than one person and is presented by the AAUP.

B. Purpose: It is the declared objective of the AAUP and the College to encourage the prompt resolution of grievances by either informal or formal procedures. The parties agree to make available to all parties involved, including the President of the AAUP and the Dean, all known relevant facts regarding the grievance, however, nothing contained herein shall preclude the introduction of all relevant evidence in any arbitration proceeding.

C. Grievances will be defined in two classes:

1. Class I: grievances related to initial appointment, reappointment, rolling contracts, promotions, leaves of absence and termination.

2. Class II: all other grievances.

D. Class I Grievances

1. Hearing requirements:

a. An individual may submit to AFEC a written grievance of a decision related to initial appointment, denying re-appointment, rolling contract appointment and/or re-appointment, leave of absence, promotion or termination.

b. Such grievance must be submitted to AFEC within two weeks of the faculty member's receipt of written notification of the decision.

c. The Chair of AFEC shall notify the President of the AAUP and the Dean within five calendar days of receipt of a Class I grievance.

d. AFEC will convene to hear the grievance within two weeks and will issue its decision within 30 days of receipt of the grievance, both exclusive of regular College vacations.

e. Unit members whose cases are being considered by AFEC shall have the right to be present during all those portions of hearings in which testimony and arguments are being heard. Representatives of the College and the AAUP shall also have the right to attend while testimony and arguments are presented. The final deliberations and vote shall be private.

f. Upon request of the grievant and approval of the AAUP, the AAUP will represent the grievant in AFEC proceedings.

g. Grievants not represented by the AAUP shall be permitted to have counsel of their own choice, including another Curry College faculty member, present as an observer and adviser. If the grievant is represented by counsel, the College will be likewise represented.

2. Hearing Procedures:

a. AFEC hearings shall not be public.

b. AFEC deliberations and recommendations shall be treated with the utmost confidentiality by all concerned

parties unless the grievant gives the Chair of AFEC written permission for the disclosure of the facts of the case.

c. AFEC proceedings may be tape-recorded at the discretion of the AFEC.

d. AFEC shall grant adjournments for the investigation of evidence concerning which a valid "claim of surprise" is lodged. AFEC shall be the sole judge of the validity of the "claim of surprise".

e. Both the grievant and the Dean shall cooperate with AFEC in securing witnesses and making evidence available.

f. AFEC's proceedings shall not be bound by strict rules of legal evidence and may admit any evidence which it determines would be of value in resolving the grievance. Every possible effort shall be made to obtain the most reliable evidence available.

3. Decisions:

a. Decisions of AFEC shall be based solely on the AFEC hearing record including the documented evaluation file and must be consistent with this Agreement. AFEC may, however, collect additional evidence pertaining to the principal issue(s) of the hearing.

b. In dismissal proceedings, the burden of proof that adequate cause exists rests with the College and shall be satisfied only be clear and convincing evidence in hearing record and the documented evaluation file.

c. Historical issues shall not be admissible in case of renewal of contracts except for issues which have been considered by DEC in the current evaluation year. "Historical Issues" are defined as issues predating the year of the current evaluation.

d. AFEC's decisions shall be made by a majority vote of all members of the committee.

e. At the conclusion of the proceedings, AFEC will render a written decision to the grievant, the President of the AAUP, the appropriate Division Chair, and the Dean.

f. Within 10 calendar days of receiving AFEC's decision, the Dean will accept or reject it in writing, sending copies to the grievant, the President of AAUP, and the Chairs of AFEC and the relevant division. If the Dean rejects a decision of AFEC, the reasons for the rejection shall be enumerated in writing.

E. Class II Grievance

1. Hearing Requirements:

a. The grievant(s) will attempt on an informal basis to resolve the grievance through discussion with the appropriate Division Chair, or director, or the Dean.

b. Upon request by the grievant(s) and approval by the AAUP, the AAUP will represent the grievant in the informal conference(s).

c. If the informal procedures outlined in (1) and (2) above prove ineffective, the grievant(s) may submit a written grievance to FWC, but, in no case, shall the grievance be submitted more than two weeks after the grievant(s) had knowledge or should have had knowledge of the circumstances giving rise to the grievance.

d. The Chair of FWC shall notify the President of the AAUP and the Dean within five calendar days of the receipt of a Class II grievance.

e. FWC will convene to hear the grievance within two weeks of receipt thereof, exclusive of Curry vacations.

f. Unit members whose cases are being considered by FWC shall have the right to be present during all those portions of hearings in which testimony and arguments are being heard. Representatives of the College and the AAUP shall also have the right to attend while testimony and arguments are presented. The final deliberations and vote shall be private.

g. Upon request by the grievant and approval by the AAUP, the AAUP will represent the grievant(s) in FWC proceedings.

h. Grievants not represented by the AAUP shall be permitted to have counsel of their own choice, including another Curry College faculty member, present as an observer and adviser. If the grievant is represented by counsel, the College will be likewise represented.

2. Hearing Procedures:

a. FWC hearings shall not be public.

b. FWC deliberations and recommendations shall be treated with the utmost confidentiality by all concerned parties unless the grievant gives the Chair of FWC written

permission for the disclosure of the facts of the case.

c. FWC proceedings may be tape-recorded at the discretion of FWC.

d. FWC shall grant adjournments for the investigation of evidence concerning which a valid "claim of surprise" is lodged. FWC shall be the sole judge of the validity of the "claim of surprise".

e. Both the grievant and the Dean shall cooperate with FWC in securing witnesses and making evidence available.

f. FWC's proceedings shall not be bound by strict rules of legal evidence and may admit any evidence which it determined would be of value in resolving the grievance. Every possible effort shall be made to obtain the most reliable evidence available.

3. Decisions:

a. FWC decisions shall be based solely on the FWC hearing process and must be consistent with this Agreement.

b. At the conclusion of the proceedings, FWC will render a written decision to the grievant, the President of the AAUP, the appropriate Division Chair, and the Dean.

c. Within 10 calendar days of receiving FWC's decision, the Dean will accept or reject it in writing, sending copies to the grievant, the President of AAUP, and the Chairs of FWC and the relevant division. If the Dean rejects a decision of FWC the reasons for the rejection shall be enumerated in writing.

F. If the grievant does not begin to process a grievance within the prescribed time limits, he will have been deemed to have waived his rights to file. If the Dean does not render a decision within the prescribed time limits, the grievance may be automatically processed to the next step of the grievance procedure. Any time limits in this Article or in Article XVI, Arbitration, may be extended by mutual agreement.

ARTICLE XVI

ARBITRATION

A. If the grievance is not resolved, the grievance may be brought to arbitration by the AAUP. A grievance may be brought to arbitration only if written notice is served on the College within 30 days after receipt of the Dean's answer.

B. The procedure for arbitration shall be as follows:

1. The AAUP President and the Dean (or their designees) shall meet forthwith to choose an Arbitrator, but no later than 15 calendar days from the date of the demand for arbitration. If no selection can be made within such 15 day period, then either party may request lists from the American Arbitration Association and selection shall be made in accordance with the Rules of the Association. The request for lists from the American Arbitration Association must be made by either party within 30 days of the time that the College and the AAUP failed to agree on an Arbitrator.

2. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. The Arbitrator shall have no power to add to, subtract from, modify, or refuse to consider any of the provisions of this Agreement nor shall he/she have power to establish or determine any new wage rate, job classification, or job differential unless such issue is specifically presented to him/her by the parties. The decision of the Arbitrator, which shall contain a full written statement of the grounds upon which the issue or issues are decided, shall be final and binding on the AAUP and College and the grievant(s).

4. Each party shall bear the expenses of preparing and presenting its own case. The compensation and expenses of the Arbitrator and any other expenses of such Arbitrator shall be borne equally by the parties.

5. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance except in cases of grievances which are related to the same issue.

ARTICLE XVII

MANAGEMENT RIGHTS

A. The parties agree that all the rights and responsibilities of the College which have not been specifically provided for in this Agreement are retained in the sole discretion of the College as further set forth in this Article and shall include:

1. The right to direct faculty members, to determine qualifications and criteria in hiring, and promote and retrench in conformance with the provisions of this Agreement; to issue rolling contracts within the

limitations of this Agreement; to determine class schedules and curriculum in accordance with the other provisions of this Agreement, and to hire, promote, assign, retain employees in position, and transfer in accordance with procedures described in this Agreement; to determine appropriate ratios of full-time, and part-time faculty in accordance with the limits in this Agreement; the right to suspend or discharge a faculty member for just cause subject to other provisions of this Agreement, provided further that the College will adhere to a policy of progressive discipline appropriate to a College setting.

2. The right to relieve a faculty member from duty in accordance with Article XVIII, Retrenchment;

3. The right to take such action within the limits of this Agreement, as necessary to maintain the efficiency of College operations;

4. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the College operations are to be conducted within the limits of this Agreement.

5. The right to take such actions as may be necessary to carry out the missions of the College in case of demonstrable emergencies within the limits of this Agreement.

6. The right to make reasonable rules, regulations, and policies not inconsistent with the provisions of this Agreement.

B. The exercise of such management rights shall not be arbitrary or capricious and shall not violate any provisions of this Agreement. Any alleged violation of the provisions of this Article shall be subject to the provisions of Articles XV and XVI, Grievance and Arbitration.

C. Nothing in this Agreement shall be construed to limit the right of administrative personnel to perform instructional duties, provided that the exercise of any of the rights set forth in this section shall not result in the retrenchment of any employee covered by this Agreement. However, this section shall not operate to restrict in any way the right of administrative personnel to perform their normal instructional functions.

ARTICLE XVIII

RETRENCHMENT

A. Retrenchment shall be defined as either removal or cutback in the workload of any faculty member.

B. Retrenchment will take place only after the College experiences any one or any combination of the following bona fide circumstances or conditions:

1. Serious financial conditions endangering the continuance of the College.

2. Program curtailment.

3. Declining enrollment which results in 1 or 2 above.

4. Course discontinuance where the course does not attract sufficient enrollment.

C. The College shall meet and discuss with the AAUP any potential retrenchment. In connection with such responsibility, the College agrees to provide information, statistics or financial data related to the decision to retrench.

D. Before any faculty members are retrenched for financial reasons, implementation of the alternative procedures below must have been explored in detail with the AAUP, including cost analyses, when relevant, for each option, and it must be demonstrated that none of the alternatives below is sufficient and/or feasible:

1. Reduction of institutional costs, including professional support stipends.

2. Increases in individual workloads.

3. Salary reductions for all faculty members.

4. Substitution of partial workloads with reduced compensation for normal workloads with normal compensation.

5. Reassignment.

E. The magnitude of retrenchment, if any, shall be commensurate with the financial conditions, program curtailment, or decline in enrollment necessitating such retrenchment.

F. In the event faculty reductions are necessary, staffing needs based on program offerings shall serve as the guideline for faculty reductions, and faculty shall be retrenched only in

departments or programs affected by the conditions set forth in Article XVIII.B. above. The date of original appointment shall determine which faculty are retrenched except where the superiority or greater value to the College of a faculty member with lesser seniority can be clearly established. The term, "superiority", shall include all factors normally considered in evaluation of faculty exclusive of rank. Retrenchment shall then be in this order:

1. Associate Lecturers

2. Lecturers

3. Senior Lecturers

4. Part-time Assistant Professors, Part-time Associate Professors, Part-time Professors.

5. Full-time Faculty

G. Faculty removed as a result of retrenchment shall be advised of the opportunity for reinstatement in the same position, or in any position for which the faculty member is qualified, at the College for two years succeeding the year in which retrenchment takes place. Faculty members who are reinstated shall not lose any seniority, however, they shall not accumulate seniority while retrenched. Any offer of reinstatement must be accepted within fifteen days of receipt of such offer.

H. Faculty members on a leave of absence for any reason will be considered for retrenchment in accordance with the same standards and procedures applicable to all other faculty members under this article.

I. In the event that the termination of a unit member's employment occurs under the terms of this article, written notice of that termination, effective August 31, shall be given according to the following schedule:

1. For a unit member holding a first one-year contract expiring at the end of the academic year, not later than March 1.

2. For a unit member holding a second or any subsequent one-year contract or a two-year contract expiring at the end of the academic year, not later than December 15.

3. For a tenured unit member or a unit member holding a rolling contract, not later than September 1.

ARTICLE XIX

NO STRIKE - NO LOCKOUT

A. The AAUP will not call, cause, assist, encourage, participate in, condone, ratify or sanction, nor will the unit members engage in, any strike (including sympathy strikes), sit-down, slowdown, picketing, boycott or stoppage of work, or other direct or indirect interference with the operations of the College during the period of this Agreement, in protest of matters or actions covered by the Agreement, or other issues concerning wages, hours, or other terms or conditions of employment. The College shall not cause a lockout of bargaining unit members during the term of this Agreement.

B. The College shall have the right to discipline or discharge unit members who incite, induce or participate in a violation of any of the provisions of this Article.

C. Any claim or suit for damages resulting from the AAUP's alleged violation of this Article shall not be subject to a grievance or any review procedure of this Agreement.

ARTICLE XX

ANTI-NEPOTISM

It is the goal of the College that all faculty appointment and promotions be made entirely on the bases of merit. In order to guarantee this, the following procedures shall apply:

A. No member of the College administration shall participate in the final decision when a faculty appointment, promotion, re-appointment or termination for a spouse, relative or personal friend is under consideration.

B. No member of the unit shall participate in the final vote when a faculty promotion, re-appointment, or termination for a spouse or relative is under consideration. No member of the unit shall participate in the final vote when the initial faculty appointment of a spouse, relative, or personal friend is under consideration.

C. In either case, however, the member of the administration or the member of the unit may submit a letter of recommendation to the file of the spouse, relative or personal friend.

ARTICLE XXI

EFFECT OF AGREEMENT

A. This instrument constitutes the entire Agreement of the

College and the AAUP, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

B. Exclusively under the circumstances described below, the AAUP shall have the right to reopen this agreement for the sole purpose of negotiating the increase or acceleration of the wage increases set forth in Article XII.

C. Notice of reopening must be given to the College in writing on or before September 20 in order to apply to a wage increase scheduled to begin on September 1 and which would have first been reflected in salary checks issued on September 25; and on or before February 20 in order to apply to a wage increase scheduled to begin on February 1, and which would have first been reflected in salary checks issued on February 25.

D. The right to reopen can only be exercised by the AAUP under circumstances in which the rate of inflation threatens the welfare of the faculty, and when there is evidence that the College can afford the increase or acceleration proposed by the AAUP because student enrollment is higher than anticipated, or because the College has obtained substantial unencumbered funds.

E. Exclusively under the circumstances described below, the College shall have the right to reopen this agreement for the sole purpose of negotiating the reduction or postponement of the wage increases set forth in Article XII.

F. Notice of reopening must be given to the AAUP in writing on or before September 20 in order to apply to a wage increase otherwise scheduled to begin on September 1 and which would have first been reflected in salary check issued on September 25; and on or before February 20 in order to apply to a wage increase otherwise scheduled to begin on February 1 and which would have been reflected in salary checks issued on February 25.

G. The right to reopen can only be exercised by the College under circumstances in which payment of the wage increase would threaten the financial viability of the College and would seriously jeopardize the maintaining of a balanced budget (e.g., when student enrollment falls significantly below anticipated levels or when major unanticipated expenses are incurred) and when the College can demonstrate that further cutting costs and expenses in areas other than faculty salary increases are impossible.

H. In the event that the circumstances outlined in Article XVIII do not materialize, any action taken under the terms of Article XVIII shall be rescinded.

I. A dispute over the right to reopen is subject to the grievance and arbitration provisions of this agreement. A dispute over the amount of the wage increase is not subject to the grievance and arbitration procedures of this Agreement and shall not relieve the AAUP or unit members of their obligations under the no-strike provisions of this Agreement. The failure to agree on a wage increase shall not be the basis for any unfair labor practice charge, provided the parties have complied with the requirements of section 8(d) of the National Labor Relations Act.

J. Either party may propose to the other party that any other provision of this contract be reopened for discussion at any time, however, such reopening must be by mutual agreement and the refusal to agree to such reopening by either party does not deprive that party of its right or relieve the other party of its obligations under this Agreement.

ARTICLE XXII

SEVERABILITY

Should any provision of this Agreement be declared illegal by any court of competent and final jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

ARTICLE XXIII

DURATION AND RENEWAL

Except as otherwise herein provided, this Agreement shall continue in full force and effect until midnight August 31, 1990, and shall be automatically renewed from year to year thereafter until at least 60 days prior to any expiration date, unless either party notifies the other in writing by certified mail of its desire to terminate or amend this Agreement.

If the AAUP gives the College notice of reopening as herein provided and the matter is not settled by negotiations, the Agreement shall terminate upon its expiration date unless extended by mutual agreement.

IN WITNESS WHEREOF the College has caused this instrument to be signed and sealed by its duly authorized representative and the AAUP has caused this instrument to be signed and sealed by its duly authorized representative/s this 16th day of December, 1987.

CURRY COLLEGE

By: Daniel Jeffrin (chairman)

By: W R Boyce Jr. (Pres.)

AAUP

By: Marlene Caroline

By: Marlene Samuelson

ITEMS STILL TO BE NEGOTIATED

Commencing in academic year 1989-90, the College will establish each year a loan fund of $20,000 in available monies from which full-time unit members may borrow for graduate work. The loans will be lent at the prime interest rate. The unit member will sign a legal note of agreement with the College for the loan. The FWC shall administer the fund. The unit member shall submit a proposed schedule for coursework to FWC. Payment of interest on the loan shall begin at the start of the loan while payment of principal is delayed until the planned coursework is completed.

Responsibilities of PAL Coordinator

Method of determining stipends for part-time nursing clinical faculty

APPENDIX A

Responsibilities of Specific Directors

I. Responsibilities of the Director of Radio:

1. Supervising the Communication Internship Program;

2. Making daily programming and operational decisions in accordance with established policy;

3. Maintaining community contact;

4. Supervising the radio station budget;

5. Performing other assorted activities, such as the following:

   a. Selects all student staff positions.

   b. Serves as liaison with the FCC to insure proper station operation.

   c. Prepares operating budgets and approves all station expenses.

   d. Maintains contact with College personnel, State and Civic organizations and interested citizens in the development and evaluation of the overall educational, cultural and enlightenment value of the radio station.

   e. Performs related duties as required.

6. Supervising radio station throughout the calendar year.

II. Responsibilities of the Director of the Advanced Studies Program:

1. Leading in the conceptual development of the Advanced Studies Program;

2. Administering the activities of the Advanced Studies Program on or off campus;

3. Recruiting and accepting students into the program;

4. Facilitating the recruitment and participating in the evaluation of Advanced Studies faculty and staff;

5. Assuring the interaction of Advanced Studies with the other academic and administrative offices of the College;

6. Preparing annual budget requests and administering budget allocations in a cost-effective manner, including fair allocation of faculty travel and research funds.

III. Responsibilities of the Director of Academic Computing:

1. Administering and evaluating the daily activities of the academic computing facilities of the College;

2. Projecting short range and long range plans for academic computing development consonant with the goals of the College;

3. Providing in-service training for faculty and administrative staff;

4. Scheduling the use, and maintaining the inventory, of computer hardware and software available for academic computing;

5. Selecting, training and supervising student assistants.

IV. Responsibilities of the Director of the Library:

1. Supervising the physical plant and day-to-day operations of the library;

2. Creating, in conjunction with the Library staff, and consultation with the faculty and student body, a library program and collection of materials designed to offer support to the academic program of the College;

3. Recruiting, training and supervising a staff of professionals and non-professionals (including students) to carry out these objectives;

4. Preparing and administering the Library budget;

5. Maintaining good relations between Levin Library and outside organizations and agencies;

6. Preparing reports on library collections, services and operations as required by the Dean, the President and outside agencies.

V. Responsibilities of the Director of the Program of Assistance in Learning (P.A.L.)

1. Leading in the conceptual development of the program;

2. Administering the activities of the program on or off

campus;

3. Recruiting and accepting students into the program;

4. Facilitating the recruitment and participating in the evaluation of PAL faculty and staff;

5. Assuring the interaction of PAL with the other academic and administrative offices of the College;

6. Preparing annual budget requests and administering budget allocations in a cost effective manner including fair allocations of faculty travel and research funds.

VI. Responsibilities of the Director of Physical Education and Intramurals:

1. Leading the area faculty and staff in developing and periodically reviewing the area's programs;

2. Communicating with the College community and the public concerning the program, and responding to the students problems relating to the area;

3. Leading in the preparation of area schedules;

4. Submitting to the Director of Athletics recommendations for budget allocations;

5. Collaborating with the Director in the formulation of an annual budget;

6. Under the direction of the Director, administering those parts of the budget applying to the area;

7. Promoting area cost-effectiveness.

VII. Responsibilities of the Director of Academic Advising

1. Coordinating all aspects of pre-entry Freshman advising;

2. Maintaining advisory records, and transferring individual records to a new adviser upon team-student agreement on a new adviser (sometime before the end of each student's Freshman year);

3. Coordinating continued evaluation of the entire advisory system;

4. Coordinating all-faculty workshops on academic advising.

VIII. Responsibilities of the Director of Media Services

1. Administering and evaluating the daily activities of the Media Center;

2. Projecting short-range and long-range plans for media development consonant with the goals of the College;

3. Coordinating the services of the Media Center with the needs and activities of the academic divisions and the various constituencies of the College;

4. Providing in-service training for faculty and administrative staff;

5. Scheduling the circulation and maintaining the inventory of media equipment and materials;

6. Selecting, training and supervising student assistants.

IX. Responsibilities of the Director of Athletics

1. Leading in the conceptual development of the Athletic program;

2. Administering the activities of the Athletics program, both on and off campus;

3. Supervising the recruitment of students in accordance with NCAA standards;

4. Facilitating the recruitment and participating in the evaluation of the Athletic staff;

5. Assuring the smooth interaction of Athletics with the various academic and administrative offices of the College;

6. Overseeing the preparation of the annual budget and administrative budget allocations in a fair and cost-effective manner;

7. Providing professional leadership and example for all athletes;

8. Representing Curry in professional and athletic organizations.

X. Responsibilities of the Director of Field Experience Education

1. Serving as general coordinator for all field placements excepting those in Education and Nursing;

2. Assisting students in the development of Field Experience Education Office;

3. Directing the operations of the Field Experience Education Office;

4. Establishing and chairing a Field Experience Education Team, consisting of a representative from each academic division, which will be responsible for:

   a. developing guidelines which will apply to all field experiences and meet the specific requirements which each division and/or subject area deems appropriate;

   b. evaluating all field experiences and refining policy and procedures as deemed necessary, submitting their recommendations to the Academic Affairs Committee of the faculty;

   c. handling all student appeals related to field experience.

5. Representing the College to all organizations having to do with field experience education.

XI. Responsibilities of the Director of the Essential Skills Center

1. Overseeing the whole process of skills assessment and prescription, and coordinating the provision of tutorial services for students who need them;

2. Interpreting Study Skills inventories and coordinating the provision of study skills assistance for students who need it;

3. Developing and coordinating a peer tutorial program;

4. Directing long-range conceptual and fiscal planning for the Center in consultation with the Fiscal Planning Committee and the Division Chairs;

5. Tutoring in the Center as needed.

XII. Responsibilities of the Director of Justice Education:

1. Recruit and train faculty for the Justice Education Program.

2. Plan curriculum offerings in cooperation with appropriate academic divisions.

3. Admit and enroll students in the Justice Education

Program in cooperation with the Center for Lifelong Learning and the Admissions Office of the College.

4. Serve as academic advisor of prisoner students.

5. Plan and implement the budget for the Justice Education Program.

6.. Serve as the institutional liaison officer between the Justice Education Program and appropriate prison administrators.

7. Seek development funds for the Justice Education Program.